



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

what restraint of trade shall make a concern a "trust," provides that a "contract for any purpose relative to the business of such a trust is void." *Held*, that conceding the contract to be within the statute, the defendant was still liable for the value of the goods. *McCall v. Hughes*, (Miss. 1912) 59 So. 794.

In *Continental Wall Paper Co. v. Voight*, 212 U. S. 227, under the Sherman Act making contracts in restraint of trade "illegal" the plaintiff was not allowed to recover on an account made on the provisions of a contract in restraint of trade. The court intimated that it would not allow an action to recover the value of the goods sold to the defendant. Some states have anti-trust laws providing that the purchaser of goods from a "trust" shall not be liable for the price or payment thereof, and that he may recover back anything he pays the trust for the goods. Such statutes of course defeat any recovery by the trust. *Columbia Carriage Co. v. Hatch*, 19 Tex. Civ. App. 120, *Frank A. Menne Factory Co. v. Harback*, 85 Ark. 278. For another aspect of the situation see *Wilder Mfg. Co. v. Corn Products Co.* (Ga. 1912)) 75 S. E. 918, noted in 11 MICH. L. REV. 170.

THEATER—EJECTION—TORT OR CONTRACT?—Plaintiff had purchased a ticket and entered defendant's theater. Defendant ejected him. Two counts in the declaration were in tort. *Held*, that contract, not tort, was the proper action. *W. W. V. Co., Inc. v. Black*, (Va. 1912), 75 S. E. 82.

The weight of authority is that the ticket holder has merely a revocable license, for the wrongful discontinuance of which his only remedy is in contract. *Shubert v. Nixon Amusement Co.*, (N. J. 1912), 83 Atl. 369; *Taylor v. Cohn*, 47 Ore. 538, 84 Pac. 388; *Horney v. Nixon*, 213 Pa. 20, 61 Atl. 1088, 1 L. R. A. (N. S.) 1184, 110 Am. St. Rep. 520; 21 ENCY. PL. & PR. 647. The leading case on this view is *Wood v. Leadbitter*, 13 M. & W. 838, 14 L. J. Ex. 161, 16 E. R. C. 49. But it has been held that once the ticket holder has entered, tort will lie for wrongful ejection. *Smith v. Leo*, 92 Hun. 242, 36 N. Y. Supp. 949; *Weber Stair Co. v. Fisher*, (Ky. 1909), 119 S. W. 195. See also 4 MICH. L. REV. 318.

TRIAL—INSTRUCTIONS—PREJUDICIAL INSTRUCTION NOT CURED BY CORRECT ONE.—In an action based on the fraud of defendant company while acting as agent for the plaintiffs, the court erroneously instructed the jury, in effect, that it was necessary for the plaintiffs to prove only the fact of agency, in order to make a prima facie case. In another instruction the Court correctly charged the jury that "the burden is upon plaintiffs to sustain their allegations of fraud and deceit by clear and satisfactory proof." *Held*, that the latter instruction did not cure the former one. *Alpha Realty & Rental Co. v. Randolph et al.* (Colo. 1912) 127 Pac. 245.

The court said, "The authorities are fairly harmonious that one instruction clearly prejudicial may not be cured by another instruction laying down the correct rule." The case is sustained by the clear weight of authority. The general rule seems to be that conflicting or contradictory instructions furnish no correct guide to the jury and the giving thereof is erroneous. 38 Cyc. 1604. Some cases, apparently in conflict with this rule, declare that